

Exhibit 2

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,
Plaintiff,

v.

CHEMICAL LEAMAN TANK
LINES, INC.,

Defendant.

HONORABLE JOHN F. GERRY

Civil Action No.

91-2637(JFG)

CONSENT DECREE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,
Plaintiff,

v.

CHEMICAL LEAMAN TANK LINES, INC.,
Defendant.

CONSENT DECREE

CIVIL ACTION NO.

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I

JURISDICTION

The Court has jurisdiction over the subject matter of this action pursuant to CERCLA, 42 U.S.C. §9601 et seq., and 28 U.S.C. §§1331 and 1345. The Court also has personal jurisdiction over CLTL. Solely, for purposes of entering into this Consent Decree and in any action to enforce this Consent Decree, CLTL waives all objections and defenses that it may have to the jurisdiction of this Court or to venue in this District and CLTL agrees that the Complaint filed in this action states claims upon which relief may be granted. CLTL agrees not to challenge or seek to delay the entry of this Consent Decree by the Court.

II

PURPOSE OF CONSENT DECREE

The objective of the Parties in entering into this Consent Decree and performing the Work is to protect public health, welfare and the environment from releases or threatened releases of Waste Materials, as that term is defined herein, from the Chemical Leaman Site. The Parties intend to further the public interest by an expeditious implementation of the Statement of Work for completion of the remedial action required at the Chemical Leaman Site and by avoiding prolonged and costly litigation between the Parties.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED:

III

PARTIES BOUND

A. This Consent Decree applies to and is binding upon the United States and upon CLTL and its officers, employees, agents, contractors.

B. CLTL shall be responsible and shall remain responsible for carrying out all activities required of it under this Consent Decree.

C. Unless agreed to in writing by EPA, no change in corporate status or transfer of assets shall in any way alter CLTL's responsibilities under this Consent Decree.

IV

DEFINITIONS

Unless noted to the contrary, the terms of this Consent Decree shall have the same meaning assigned to them by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601 et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §6901 et seq. Whenever the following terms are used in this Consent Decree and Attachments, the following definitions shall apply:

A. "Additional Work" shall mean any Work determined to be necessary by EPA or by CLTL pursuant to Section VI of this Consent Decree.

B. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.

C. "CLTL" shall mean Chemical Leaman Tank Lines, Inc.

D. "Contractor" shall mean the company, companies or individuals retained by CLTL to perform any of the Work required by this Consent Decree.

E. "Day" shall mean calendar day.

F. "EPA" shall mean the United States Environmental Protection Agency and any successor department or agency of the United States.

G. "Fund" shall mean the Hazardous Substance Superfund, created pursuant to Section 9507 of the Internal Revenue Code of 1986, 26 U.S.C. §9507.

H. "Future Liability" shall mean any and all liability arising after EPA issues its Certification of Completion of the Work pursuant to Paragraph J in Section XVI.

I. "Future Response Costs" shall mean all costs, including, but not limited to, indirect costs, that the United States incurs in overseeing the Work, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section X (Access), and the costs of reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing or enforcing this Consent Decree. Future Response Costs shall also include all costs, including indirect costs, incurred by the United States in connection with Operable Unit one (as defined in the ROD) for the Site between: (1) September 22, 1990, for payroll costs and (2) July 31, 1990, for all other

costs and the effective date of this Consent Decree. Future Response Costs for operable unit one shall also include all costs incurred by the United States, but which have not been paid prior to July 31, 1990, for non payroll costs.

J. "Hazardous Substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. §9601(14).

K. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, codified at 40 C.F.R. Part 300, including, but not limited to, any amendments thereto.

L. "NJDEP" shall mean the New Jersey Department of Environmental Protection.

M. "Operation and Maintenance" or "O&M" shall mean all activities required to maintain the effectiveness of the remedial action as required under the operation and maintenance plan approved or developed by EPA pursuant to this Consent Decree and the Statement of Work ("SOW").

N. "Paragraph" shall mean a component of a Section in this Consent Decree which is identified by a capital letter.

O. "Parties" shall mean the Plaintiff, United States of America, and CLTL.

P. "Past Response Costs" shall mean all costs, including, but not limited to, interest and indirect costs, that the United States incurred and paid with regard to the Site before June 15, 1989. Past Response Costs shall also mean all costs, including, but not limited to, interest and indirect costs, that the United States incurred and paid with regard to Operable Unit One (as defined in the ROD) for the Site post June 15, 1989, and prior to: (1) September 22, 1990, for payroll costs and (2) July 31, 1990, for all other costs. Past Response Costs shall not include those costs incurred in connection with future operable units (as defined in the ROD).

Q. "Performance Standards" shall mean those cleanup standards, standards of control, and other substantive requirements, criteria or limitations set forth in the ROD and the SOW.

R. "Plaintiff" shall mean the United States of America.

S. "PRP" shall mean any party who, pursuant to 42 U.S.C. §9601 et. seq., is potentially responsible for the release or threatened release of Waste Materials at the Site.

T. "Record of Decision" or "ROD" shall mean that document issued by EPA on September 28, 1990, and all attachments thereto, in which the remedial action plan for the Site was selected by the Regional Administrator of EPA, Region II, to address the release and threat of release of hazardous substances, pollutants, or contaminants at and from the Site.

U. "Records" or "Documents" shall mean any documents, writings, reports, correspondence, lab reports, technical reports and all tangible things of any type on which information exists which relates to the Work to be performed pursuant to this Consent Decree.

V. "Remedial Construction" shall mean those activities required by Paragraph E of the SOW, as may be modified pursuant to the provisions of this Consent Decree and its required schedules, plans or reports.

W. "Remedial Design" shall mean those activities required by Paragraph D of the SOW, as may be modified pursuant to the provisions of this Consent Decree and its required schedules, plans or reports.

X. "Remedy" shall mean the selected remedial alternative set forth in the Record of Decision as further described in Section VI.A., infra, and as shall be developed, implemented and/or modified pursuant to this Consent Decree.

Y. "Response Costs" shall mean any costs incurred by the United States relating to the Chemical Leaman Site.

Z. "Site" or "Chemical Leaman Site" shall consist of, but not be limited to, the approximate 31.4 acres Chemical Leaman real property, where Chemical Leaman owns or operates its business, located at the intersection of Oak Grove Road and Cedar Swamp Road in Logan Township, Gloucester County, New Jersey (the "Property"); farmland adjacent to the Property; the wetlands bordering the Property to the south and east; any other area, where Waste Material from the Property has been deposited, stored, disposed of, or placed, or otherwise come to be located; and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action.

AA. "Statement of Work" or "SOW" shall mean the document which is attached to this Consent Decree, labeled Attachment II, and which describes the activities which CLTL is required to perform pursuant to this Decree.

BB. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

CC. "State" shall mean the State of New Jersey.

DD. "SWDA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §6901 et seq.

EE. "United States" shall mean the United States of America, including the United States Environmental Protection Agency.

FF. "Waste Material" shall mean any substance which meets the definition of any one or more of the following:

(1) a "hazardous substance" as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14); or

(2) a "pollutant or contaminant" as those terms are defined in Section 101(33) of CERCLA, 42 U.S.C. §9601(33); or

(3) any mixture containing any of the constituents noted in (1) or (2) above.

GG. "Work" shall mean all work and other activities required by this Consent Decree to be performed by CLTL including, but not limited to, Remedial Design, Remedial Construction, Operation and Maintenance and achievement of the performance standards.

V

BACKGROUND

The United States, on behalf of the Administrator of EPA, filed a Complaint in this matter against CLTL. The Complaint was filed concurrently with the lodging of this Consent Decree pursuant to CERCLA, as amended, 42 U.S.C. §9601 et seq. The Complaint demands that CLTL reimburses the United States for Response Costs incurred by the United States in addressing the releases or threatened releases of hazardous substances, pollutants or contaminants at the Site. It also demands that CLTL conducts all activities necessary to implement the provisions of the ROD and perform the remedial design and remedial actions in response to the releases and threatened releases of hazardous substances, pollutants or contaminants into the environment at and from the Site.

Pursuant to Sections 121 and 122 of CERCLA, 42 U.S.C. §§9621 and 9622, the United States and CLTL have stipulated and agreed to the making of this Consent Decree prior to the taking of any testimony, and in settlement of the claims raised in the Complaint.

The United States has notified the State of the negotiations with CLTL regarding the implementation of the remedial action for the Site, and has provided the State with an opportunity to participate in such negotiations and be a party to the settlement.

The remedial action plan adopted by EPA in the ROD is in accordance with the National Contingency Plan ("NCP"), 40 C.F.R. Part 300.

CLTL agrees to implement the remedial action plan for the Site which was adopted by EPA in the ROD. EPA has determined that the Work required under this Consent Decree will be done properly by CLTL, and that CLTL is capable of implementing the remedial action plan designated in the ROD.

The parties intend to attain a degree of cleanup of hazardous substances, pollutants and contaminants and control further releases which assures protection of human health and the environment with respect to the ground-water contamination at the Site addressed by the Work required under this Consent Decree.

Nothing in this Consent Decree, the SOW, any Remedial Action Work Plans, or any Remedial Design or Additional Work which may be approved by EPA, constitutes a warranty or representation of any kind by Plaintiff that compliance with this Consent Decree will achieve the performance standards set forth in the ROD and SOW. Plaintiff reserves the right to seek performance of all terms and conditions of this Consent Decree including the applicable performance standards.

In 1985 the Site was included on the National Priorities List (NPL). The NPL, codified at 40 CFR Part 300, Appendix B, has been promulgated pursuant to Section 105(8)(b) of CERCLA, 42 U.S.C. §9605(a)(8)(B).

In July 1985, EPA and CLTL signed an Administrative Order on Consent pursuant to which CLTL agreed to conduct a Remedial Investigation and Feasibility Study (RI/FS) to delineate the nature and extent of Site-related contamination in the ground water, soils and surface water at the Site.

In July 1990, EPA, pursuant to Section 117 of CERCLA, 42 U.S.C. §9617, published a notice of the availability for review of the draft RI/FS Report and the proposed plan for remedial action for the First Operable Unit (ground-water contamination). EPA also provided the public an opportunity for comment and held a public meeting in Logan Township, New Jersey concerning the First Operable Unit remedy for the Site.

On September 28, 1990, the Regional Administrator of EPA Region II issued a ROD which selected the remedy for the First

Operable Unit at the Site. The ROD includes a discussion of EPA's reasons for the remedial plan and a response to comments received at the public meeting.

The selected remedy involves extraction and treatment of the contaminated ground water and discharge of the treated ground water via pipeline to the Delaware River. The remedy also includes environmental monitoring to ensure the effectiveness of the remedy.

VI

WORK TO BE PERFORMED

A. Commitments of CLTL

1. CLTL shall finance, design, construct, operate and maintain the Remedy in accordance with all terms, conditions and schedules set forth, developed and approved under this Consent Decree. CLTL shall also finance and perform all Work specified in the ROD, this Consent Decree and in the SOW in accordance with these documents.

2. Attachment I provides the ROD which along with any amendments is hereby incorporated by reference into this Consent Decree.

3. Attachment II provides a SOW for the completion of remedial design and remedial action at the Site. The SOW is hereby incorporated by reference into this Consent Decree. All provisions and schedules of the SOW are enforceable as part of this Consent Decree.

4. The activities CLTL agrees to perform include, but are not limited, to the following:

- a. Identify and retain a qualified Project Coordinator as set forth in Paragraph B., below.
- b. Perform all Remedial Design, Remedial Construction and O&M and other activities as approved by EPA and as needed to implement the remedial action selected in the ROD for the Site.
- c. Implement the Work required for the Site, including but not limited to the following:
 - (i) Re-sample perimeter monitoring wells to determine the extent of contaminant migration since the last round of sampling in 1989.

(ii) Delineate the extent of the contaminant plume resulting from Chemical Leaman Tank Lines, Inc. wastes deposited at the Site by a combination of techniques to include, but not be limited to, ground-water flow modeling, installation of additional monitoring wells, resampling of previously installed monitoring wells and slug and aquifer pump tests.

(iii) Perform treatability studies in order to determine the design and operating parameters for the appropriate treatment processes for the contaminated ground water as set forth in EPA's ROD.

(iv) Extract contaminated ground water by pumping followed by on-site treatment through chemical precipitation, air stripping and granular activated carbon and discharge of the treated ground water to the Delaware River. The remediation process will continue until those federal and state cleanup standards as stated in the ROD, or where none exist, those health protective levels as stated in the ROD are attained to the maximum extent practicable.

(v) Conduct an analysis of the contaminant concentration levels found in the exhaust gases emitted by the use of any air-stripping unit.

(vi) Monitor air and ground water during remedial activities.

(vii) Perform a wetlands assessment to delineate impacts that might be associated with remedial activities.

(viii) Perform an assessment to delineate the 500-year floodplain in the area affected by the remedial action.

(ix) Perform a cultural resource assessment in compliance with the National Historic Preservation Act.

(x) Assure that all remedial activities are in compliance with the regulations of the N.J. Coastal Management Program.

d. Perform all Work required by this Consent Decree in accordance with the standards, specifications

and time periods set forth in this Consent Decree, the SOW, and in the ROD.

- e. Within fourteen (14) days of the date of lodging of this Consent Decree with the Court, commence those tasks required by Paragraphs D.1 and D.2 of the SOW. Complete those tasks in accordance with those schedules set forth in or developed and approved under the SOW.

5. Prepare schedules pursuant to the SOW which shall express schedule dates in terms of periods of time following prerequisite events, rather than as calendar dates. The entry of this Consent Decree by the Court shall be deemed a prerequisite event for activities conducted pursuant to the SOW.

B. Identification of Project Coordinator

1. Within ten (10) days of the date on which this Consent Decree is lodged by the Court, CLTL shall designate a Project Coordinator and shall provide EPA in writing with the name, address, phone number and qualifications of the Project Coordinator and an alternate Project Coordinator. The Project Coordinator shall be responsible for the day to day management of all of the Work to be performed pursuant to this Consent Decree. The Project Coordinator shall not be an attorney engaged in the practice of law. The Project Coordinator shall be a licensed, professional engineer in the State and have adequate technical and managerial experience to manage all Work under this Consent Decree, including the status of all activities relating to the Site. The Project Coordinator shall be knowledgeable at all times about all matters relating to the Work being performed under this Consent Decree. Although the Project Coordinator may assign other appropriate representatives to undertake or oversee the daily implementation of the Work, the Project Coordinator shall be the primary contact for EPA on all matters relating to Work at the Site. A Project Coordinator must be available for EPA to contact during all working days until this Consent Decree is terminated. A Project Coordinator must be retained by CLTL at all times until this Consent Decree is terminated.

2. Notice by EPA to the Project Coordinator in writing will be deemed notice to CLTL for all matters relating to the Work under this Consent Decree.

3. Selection of the Project Coordinator shall be subject to approval by EPA in writing, which approval shall not be unreasonably withheld. EPA must receive at least five (5) working days prior written notice of any change in the Project Coordinator. All changes in the Project Coordinator shall be subject to EPA approval, which approval shall not be unreasonably withheld.

C. Additional Work

1. In the event that EPA or CLTL determines that Additional Work is necessary to meet the Performance Standards or to carry out the remedy selected in the ROD, written notification of such Additional Work shall be provided to the Project Coordinator or the Project Manager, as applicable, for the other Party.

2. Within 30 days of receipt of notice from EPA pursuant to Paragraph 1 that Additional Work is necessary or such longer time as may be specified by EPA, CLTL shall submit for approval by EPA, a work plan for the Additional Work. The plan shall conform to the applicable requirements of Paragraphs A and B of Section VI. Upon approval of the plan pursuant to Paragraph B of Section VIII (Plans, Reports and other Submissions Requiring Agency Approval), CLTL shall implement the plan for Additional Work in accordance with the schedule contained therein. The Additional Work will provide the additional time necessary, as determined by EPA, to complete the specific phase of the Work and/or any succeeding phase of the Work directly affected by such Additional Work.

3. Any Additional Work CLTL determines is necessary to meet the Performance Standards or to carry out the remedy selected in the ROD shall be subject to approval by EPA, and, if authorized by EPA, shall be completed by CLTL in accordance with plans, specifications, and schedules approved by EPA pursuant to Paragraph B of Section VIII (Plans, Reports and other Submissions Requiring Agency Approval).

4. All Additional Work beyond the Work required by this Consent Decree, must be approved in writing by EPA. Any new or revised work plans shall be incorporated by reference into this Consent Decree upon written approval by EPA.

5. This requirement that Additional Work be performed pursuant to this Section shall not be deemed a modification subject to Paragraph C.1 of Section XXI of this Consent Decree.

VII

EPA PROJECT MANAGER

A. Within ten (10) days of the date on which this Consent Decree is lodged by the Court, EPA shall designate a Project Manager to monitor the progress of the Work and to coordinate communication between EPA and CLTL. EPA may also designate an alternate representative.

B. The EPA Project Manager shall have the authority set forth in 40 C.F.R. §300.120.

C. The EPA Project Manager shall have the authority to require a cessation of the performance of the Work at the Site that, in the opinion of the EPA Project Manager, may present or contribute to an endangerment of public health, welfare, or the environment or may cause or threaten to cause the release of Waste Materials from the Site. If the EPA Project Manager suspends the Work at the Site, EPA will notify CLTL in writing and extend the compliance schedule of this Consent Decree, as appropriate, for a period of time equal to or, at EPA's discretion, greater than the time of the suspension of Work or other activities. CLTL shall, upon receipt of EPA Project Manager's notification, suspend the Work immediately.

D. The EPA Project Manager may authorize field modifications to the studies, designs, techniques, or procedures undertaken or utilized in performing the Work required under this Consent Decree, provided that any such modifications are consistent with the ROD and the SOW attached to this Consent Decree. All such modifications must be in a writing signed by the EPA Project Manager. Such field modifications shall not be deemed a modification subject to Paragraph C.1 in Section XXI of this Consent Decree. Field modifications within the scope of the SOW, do not require the submission and approval of work plans and are not to be classified as Additional Work. Field modifications will provide the additional time necessary, as determined by EPA, to complete the specific phase of the Work and/or any succeeding phase of the Work directly affected by such field modification.

E. The EPA Project Manager does not have the authority to modify, in any way, the terms of this Consent Decree.

F. EPA and CLTL shall have the right to change their designated representatives by notifying the other Party in writing. The appointment of the Project Coordinator, however, is subject to prior notice to EPA and approval in writing by EPA in accordance with Section VI, Paragraph B-3, above.

G. The EPA Project Manager may assign other representatives, including but not limited to other EPA employees, contractors and subcontractors, to serve as his representative for oversight of performance of daily operations during implementation of the Work.

H. The absence of the EPA Project Manager from the Site shall not delay or stop any portion of the remedial action.

VIII

REPORTING REQUIREMENTS

A. Progress Reports

1. CLTL shall submit to EPA (and a copy to the State) monthly written progress reports by the tenth day of each month following the date of entry of this Consent Decree. For each calendar month, or part thereof, the monthly progress reports shall include, at least, the following:

a. A description of all actions which have been taken toward achieving compliance with this Consent Decree during the prior month;

b. A description of any violations of this Consent Decree alleged by EPA and other problems (which may affect the Work) encountered during the prior month;

c. A description of all corrective actions taken in response to any violations alleged by EPA or problems (which may affect the Work) which occurred during the prior month;

d. The results validated in accordance with the approved Quality Assurance Project Plans (QAPPs) of any sampling, test results, and other data received or generated by CLTL during the course of implementing the Work during the prior month;

e. A description of all plans, actions and data which are scheduled for the next two months;

f. A quantified estimate of the percentage of the Work completed as of the date of the progress report, and

g. An identification of all delays encountered or anticipated that may affect the future schedule for performance of the Work, and all efforts made by CLTL to mitigate delays or anticipated delays.

2. EPA will notify CLTL in writing if EPA determines that a progress report is incomplete or deficient. CLTL shall make the necessary revisions and resubmit the revised progress report with the next scheduled progress report or, if the next scheduled progress report is due less than seven (7) days following CLTL's receipt of the notice of deficiency, with the subsequently scheduled progress report.

3. CLTL may, in EPA's discretion, be deemed in violation of this Consent Decree if EPA determines that a revised progress report is deficient.

B. Plans, Reports and Other Submissions Requiring EPA Approval

1. If EPA approves any plan, report or other submission, EPA will so inform CLTL in writing. Any approval by EPA of any plans, reports or other submissions which are not in writing shall not be effective or binding upon EPA.

2. If EPA disapproves any plan, report or other item required to be submitted to EPA for approval pursuant to this Consent Decree, CLTL shall have twenty one (21) days from the receipt of EPA's written notice and explanation of such disapproval to correct any deficiencies and resubmit the plan, report or other item for approval, unless a longer period is specified in the notice. CLTL must address each of EPA's comments and resubmit the previously disapproved plan, report or other item along with the required changes to EPA within the period set forth above.

3. In the event any comment on any report required pursuant to this Consent Decree is not adequately addressed by CLTL in the subsequent submittal, CLTL may be deemed by EPA, in its discretion, in violation of this Consent Decree. In the event that a subsequent submittal or portion thereof is disapproved, EPA retains the right to amend or develop the submittal. CLTL shall implement any such submittal as amended or developed by EPA. Notwithstanding any notice of disapproval, CLTL shall, to the extent required by EPA, proceed to take all actions required by the non-deficient portions of the submission.

4. It is the intention of the Parties to engage in such discussions as may be necessary to resolve technical issues raised by EPA's comments made pursuant to Paragraphs B.2 and B.3, above. EPA may modify its comments and/or extend the due date for a subsequent submittal as a consequence of such discussions.

5. Nothing herein shall be construed as to curtail the right of CLTL under CERCLA to submit for inclusion in an administrative record for any future record of decision at the Site, CLTL's conclusions based on data required by the Work.

IX

DATA COLLECTION/QUALITY ASSURANCE

A. CLTL shall use quality assurance, quality control and chain of custody procedures in accordance with the QAPP(s) developed and approved pursuant to EPA's "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans" (QAM-005/80), "Data Quality Objective Guidance" (EPA/540/G87/003 and 004) and subsequent amendments to such guidelines. Prior to

the commencement of any monitoring project under this Consent Decree, CLTL shall submit QAPP(s) to EPA and the State that is/are consistent with the SOW, the National Contingency Plan and applicable guidelines. EPA, after review of CLTL's proposed QAPP(s) and the comments thereon, will notify CLTL of any required modifications, conditions precedent to approval, disapproval, or approval of the QAPP(s). Upon receipt of notification of disapproval, conditions precedent to approval or any need for modifications, CLTL shall make all required modifications in the QAPP(s). Sampling data generated consistent with the QAPP(s) shall be admissible as evidence, without objection, in any proceeding under Section XIV of this Decree. CLTL shall assure that EPA personnel or authorized representatives are allowed access to any laboratory utilized by in implementing this Consent Decree. In addition, CLTL shall, as requested by EPA, have a designated laboratory analyze samples submitted by EPA for quality assurance purposes.

B. At the request of EPA or the State, CLTL shall allow split or duplicate samples to be taken by EPA, the State and/or their authorized representatives, of any samples collected by pursuant to the implementation of this Consent Decree. CLTL shall notify EPA and the State not less than fourteen (14) days in advance of any sample collection activity. In addition, EPA and the State shall have the right to take any additional samples from the Site that EPA or the State deem necessary and CLTL may obtain duplicate or split samples.

C. Notwithstanding any provision of this Consent Decree, the United States hereby retains all of its information gathering, inspection and enforcement authorities and rights under CERCLA, SWDA and any other applicable statutes or regulations.

X

SITE ACCESS

A. CLTL assumes all responsibility for obtaining access for CLTL and its contractor and for EPA and authorized representatives of EPA and the State onto all areas located at and in the vicinity of the Site, as needed, to observe or perform all activities and implement all measures required by this Consent Decree.

B. CLTL shall use its best efforts to secure for CLTL and its contractor and for EPA and authorized representatives of EPA and the State access in order to implement the terms of this Consent Decree. "Best efforts" for the purposes of this Section includes, but is not limited to, identifying and locating the owner(s) and/or lessees of areas onto which access is needed,

offering reasonable consideration to the owners and/or lessees of areas in exchange for access, and making all other reasonable attempts to obtain access agreements.

C. If CLTL is unable to obtain access described in Paragraph B of this Section, above, within forty-five (45) days after lodging of this Consent Decree or within forty-five (45) days after EPA notifies CLTL that access is needed, CLTL shall promptly notify the United States. The United States may thereafter assist in obtaining access. CLTL shall, in accordance with Section XII herein, reimburse the United States for all costs incurred by it in obtaining access.

D. Subject only to Paragraph C, above and E, below, from the date of lodging of this Consent Decree until EPA certifies completion of the Work pursuant to Section XVI, Paragraph J, the United States and its representatives, including EPA and its contractors, shall have access at all times to the Site and any property to which access is required for the implementation of this Consent Decree. This access shall be for the purpose of conducting any activity authorized by or related to this Consent Decree, including, but not limited to:

1. Monitoring the Work or any other activities taking place on the Site;

2. Verifying any data or information submitted to the United States;

3. Conducting investigations relating to contamination at or near the Site;

4. Obtaining samples;

5. Assessing the need for or planning and implementing additional response actions at or near the Site; and

6. Inspecting and copying Records, operating logs, contracts or other documents generated by CLTL or its agents pursuant to this Consent Decree.

E. Provided that CLTL owns or operates a business facility on portions of the Site:

1. CLTL agrees not to interfere in any manner with any attempt by EPA or the State or their representatives to enter or move about those areas of the Site necessary for the implementation of the Work for any purpose at any time.

2. EPA's and its representatives' access to those areas of the Site not necessary for the implementation of the Work shall be limited as necessary to accomplishing the activities listed in

Paragraph D, above. If EPA requires access under this Subparagraph 2, EPA will endeavor to not unreasonably disrupt CLTL's business operations. In the event an emergency or conditions arise which may require evacuation of those areas, EPA's representatives will follow the directions of CLTL, until such conditions are abated.

F. Upon the request of any EPA representative, CLTL will facilitate and assist EPA representatives to enter and move about the Site and any property on which Work is being performed under the terms of the Consent Decree. EPA representatives will announce their presence to CLTL before entering the Site. CLTL may provide CLTL representatives to accompany EPA representatives at all times that EPA representatives are on the Site, but, upon request, shall provide an area for EPA representatives to communicate among themselves in confidence.

G. EPA, at its discretion, may designate CLTL and its contractors as authorized representatives of EPA, pursuant to Section 104(e) of CERCLA, 42 U.S.C. §9604(e), for purposes of gaining access as needed to implement the terms of this Consent Decree. In the event that CLTL is so designated as an authorized representative of EPA, the CLTL agrees to indemnify, save and hold harmless EPA and EPA representatives, as provided in Section XVI of this Consent Decree.

H. Notwithstanding any other provision of this Consent Decree, the United States retains all its access authorities and rights, including enforcement authorities related thereto, under CERCLA, SWDA and any other applicable statutes or regulations.

XI

FINANCIAL ASSURANCE

A. CLTL shall demonstrate its ability to complete the Work and to pay all claims that arise in connection with performance of the Work by obtaining, and presenting to EPA for approval within thirty (30) days of the lodging of this Consent Decree, one of the following: (1) performance bond; (2) irrevocable letter of credit; (3) guarantee by a third party, or (4) internal financial information sufficient to satisfy EPA that CLTL has enough net assets to make it unnecessary to require additional financial assurances. EPA will make a determination of the adequacy of the financial assurance and will communicate that determination to CLTL.

B. If CLTL seeks to demonstrate their ability to complete the Work by means of internal financial information, it shall resubmit such information annually, on the anniversary of the lodging date of this Consent Decree. If at any time EPA

determines that such financial assurance is inadequate, CLTL shall, within thirty (30) days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other three forms of financial assurance listed in Paragraph A., above.

C. If required by EPA to obtain one of the other three forms of financial assurance listed in Paragraph A, above, CLTL shall use its best efforts to obtain such financial assurance. If, however, EPA, based on the opinion of a certified public accountant, in accordance with Generally Accepted Accounting Principles, decides that CLTL cannot obtain such financial assurance without materially adversely affecting CLTL's ability to meet its financial obligations, CLTL shall not be required to do so and CLTL shall not suffer a penalty for its failure to do so. Within twenty (20) days of EPA's request, CLTL shall provide to EPA such documentation as necessary to help EPA in making its decision. Nothing herein shall be construed so as to affect EPA's rights to perform the Work, should CLTL be unable to satisfy the financial requirement as provided in Paragraph A of this Section, seeking recovery of its costs from CLTL. CLTL's inability to demonstrate financial ability to complete the Work shall not excuse CLTL's obligations under this Consent Decree.

F. CLTL must obtain written approval from EPA of the adequacy of its financial assurance in order to comply with the provisions of this Section.

XII

REIMBURSEMENT OF UNITED STATES RESPONSE COSTS

A. After the effective date of this Consent Decree, the United States will send a bill to CLTL. In accordance with the bill, within seven (7) days of its receipt, CLTL shall:

1. Pay to the United States \$714,579.05, in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund," and referencing CERCLA Number NJD047321443 and DOJ Case Number _____ in reimbursement of Past Response Costs. CLTL shall forward the certified check(s) to: EPA-Region II, Att: Superfund Accounting, P.O. Box 360188 M, Pittsburgh, Pa. 15251 and shall send copies of the check to the United States as specified in Section XVI (Notifications/Document Submissions).

B. CLTL shall reimburse the United States for all Future Response Costs not inconsistent with the National Contingency Plan incurred by the United States. The United States will send CLTL a bill (not more frequent than once a year) with supporting

documentation requiring payment which includes all direct and indirect costs incurred by EPA, DOJ and their contractors. After receipt of the bill and supporting documentation, CLTL shall have the right to inspect documentation that describes and supports the response actions taken by the Agency and accounts for the costs incurred during each response action. CLTL shall make all payments within 45 days of CLTL's receipt of each bill requiring payment, except as otherwise provided in Paragraph C. The CLTL shall make all payments required by this Paragraph in the manner described in Paragraph A.

C. CLTL may contest payment of any Future Response Costs under Paragraph B if it determine that the United States has made an accounting error or if it allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the United States pursuant to Section XVI (Notifications/Document Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, CLTL shall within the 30 day period pay all uncontested Future Response Costs to the United States in the manner described in Paragraph B. Simultaneously, CLTL shall establish an interest bearing escrow account in a bank duly chartered in the State of New Jersey and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. CLTL shall send to the United States, as provided in Section XVI (Notifications/Documentation Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, CLTL shall initiate the Dispute Resolution procedures in Section XIV (Dispute Resolution). If the United States prevails in the dispute, within 5 days of the resolution of the dispute, CLTL shall direct the escrow holder to remit the escrowed monies (with accrued interest) to the United States in the manner described in Paragraph A. If CLTL prevails concerning any aspect of the contested costs, CLTL shall direct the escrow holder to remit payment for that portion of the costs (plus associated accrued interest) for which they did not prevail to the United States in the manner described in Paragraph A; CLTL shall be disbursed the balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the CLTL's obligation to reimburse the United States for its Future Response Costs.

D. In the event that the payments required by Paragraph A are not made within 7 days of CLTL's receipt of EPA's bill or the payments required by Paragraph B are not made within 45 days of CLTL's receipt of the bill, CLTL shall pay interest on the unpaid balance at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607. The interest on Past Response Costs shall begin to accrue 7 days after CLTL's receipt of EPA's bill. The interest on Future Response Costs shall begin to accrue 45 days after the CLTL's receipt of the bill. Payments made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiff by virtue of CLTL's failure to make timely payments under this Section.

XIII

FORCE MAJEURE EVENT(s)

A. For purposes of this Consent Decree, a force majeure shall mean any event arising from causes beyond the control of CLTL and of any entity controlled by CLTL, including its contractors and subcontractors, which delays or prevents the performance of any obligation under this Consent Decree. A force majeure shall not include unanticipated or increased costs or expenses, financial incapacity, or non-attainment of the goals and standards set forth herein or in the ROD, the SOW, or in plans or other documents prepared by and approved pursuant to this Consent Decree.

B. When circumstances occur which may delay the completion of any phase of the Work or delay access to the Site or to any property on which any part of the Work is to be performed, whether or not caused by a force majeure, CLTL shall notify the EPA Project Manager orally of such circumstances within twenty-four (24) hours from the time CLTL knew or should have known. In the event of the Project Manager's unavailability, CLTL shall notify the Chief of the New Jersey Superfund Branch II of the Emergency and Remedial Response Division of EPA Region II.

C. Within five (5) days of the event which CLTL contends is responsible for the delay, CLTL shall supply to EPA, in writing, the following: (1) an explanation of the cause of any actual or anticipated delay or noncompliance; (2) the anticipated or actual duration of such delay; (3) the measures taken and/or to be taken by CLTL to prevent or minimize the delay or correct the noncompliance, and (4) the timetable for implementation of such measures. Such notice shall be accompanied by all available pertinent documentation including, but not limited to, third party correspondence.

D. Failure to give timely oral and written notice to EPA in accordance with this Section shall constitute a waiver of any claim of a force majeure.

E. If EPA disagrees that the delay or noncompliance constitute a force majeure, EPA will notify CLTL in writing (with an explanation) of its decision.

F. If CLTL claims and EPA agrees that a delay or noncompliance constitutes a force majeure. EPA will modify the affected plans or schedules incorporated into this Consent Decree and/or other relevant documents. The modification will provide the additional time necessary to complete the specific phase of the Work and/or any succeeding phase of the Work affected by such delay. Unless otherwise determined by EPA, the additional time will not exceed the actual duration of the delay resulting from the force majeure. Any such modification of plans, schedules or other items made pursuant to this paragraph shall not be deemed a modification subject to Paragraph C.1 in Section XXI of this Decree.

G. EPA's determination that a delay in achieving any milestone established by this Consent Decree, and/or other relevant documents, is or was attributable to a force majeure CLTL shall not excuse delay in achievement of a subsequent milestone unless EPA makes a written determination excusing delay on the subsequent milestone.

H. In any proceedings in connection with a dispute regarding a delay in performance or other noncompliance, CLTL shall have the burden of proving (1) that the delay or noncompliance is or was caused by a force majeure, (2) that the amount of additional time requested is necessary to compensate for such event, and (3) that additional time is essential with respect to a subsequent milestone.

XIV

DISPUTE RESOLUTION

A. As required by Section 121(e)(2) of CERCLA, 42 U.S.C. §9621(e)(2), the Parties to this Consent Decree shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Consent Decree and any Work required hereunder.

B. In the event that any dispute arising under this Consent Decree is not resolved through informal negotiations within thirty (30) days from the date that either party notifies the other party in writing, the position advanced by EPA shall be considered binding, unless within five (5) days after the thirty

(30) day negotiation period ends, CLTL invoke the dispute resolution procedures of this Section by providing written notice to the United States and EPA.

C. Within fifteen (15) days of the service of notice of dispute pursuant to Paragraph B of this Section, CLTL shall serve on the United States a written statement of the issues in dispute. The statement shall include the relevant facts upon which the dispute is based, the factual data, analysis or opinion supporting CLTL's position, and all supporting documentation on which it relies ("Statement of Position"). EPA shall serve its Statement of Position, including supporting documentation, no later than fifteen (15) days after receipt of CLTL's Statement of Position. In the event that these fifteen day time periods for exchange of Statements of Position would cause a delay in the Work, the periods may be shortened in accordance with written notice by EPA.

D. An administrative record of any dispute under this Section shall be maintained by EPA. The record shall include the written notice of the dispute, the Statements of Position served pursuant to the preceding paragraphs, and any other submissions by the Parties. The complete administrative record shall be available for review by CLTL at EPA's office during regular business hours.

E. Upon review of the administrative record, the Director of the Emergency and Remedial Response Division, EPA, Region II, shall issue a final decision and order resolving the dispute. EPA shall send to CLTL by mail EPA's final decision and order. This order shall be enforceable administratively pursuant to Section 121(e)(2) of CERCLA, subject to the rights of judicial review set forth in the following Paragraph F. .

F. Until the date of termination of this Consent Decree, any decision and order of EPA pursuant to the preceding Paragraph E shall be reviewable by this Court, provided that a petition is filed with this Court within ten (10) days of receipt of EPA's decision and order. Judicial review under this Section shall be conducted on the administrative record, as defined in Paragraph D of this Section. The decision and order of EPA shall be upheld unless CLTL proves that the decision is arbitrary and capricious or otherwise not in accordance with law as provided in Paragraph H, below.

G. The filing of a notice of dispute pursuant to Paragraph B. or a petition pursuant to Paragraph F., and proceedings under either, with respect to the specific aspect of the Work which is disputed shall stay that specific aspect of the Work during the dispute. This provision, however, does not affect any obligation of CLTL under this Consent Decree for those aspects of the Work not directly affected by the dispute. However, the payment of

stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue, as provided in Section XV of this Consent Decree, from the first day of noncompliance with any applicable provision of this Consent Decree.

H. In proceedings concerning any dispute relating to the selection, extent, or adequacy of any aspect of the Work, CLTL shall have the burden of demonstrating that the position of EPA is arbitrary and capricious or otherwise not in accordance with law. For purposes of this Paragraph, the adequacy of the Work includes (1) the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree; and (2) the adequacy of Work performed pursuant to this Consent Decree. For any other dispute arising under this Consent Decree, the Court shall determine the appropriate standard and scope of review under applicable law. Nothing in this Consent Decree shall be construed to allow any dispute by CLTL regarding any provision of the ROD. In proceedings on any dispute, CLTL shall have the burden of coming forward with evidence and the burden of persuasion on factual issues.

I. The dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under and with respect to this Consent Decree and shall apply to all provisions of this Consent Decree. However, notwithstanding any other provision of this Section XIV, the following sections shall not be subject to the provisions of this Section:

1. Section III, Paragraph C (EPA's approval or disapproval to change CLTL's responsibilities under this Consent Decree due to CLTL's change in corporate status).

2. Section VI, Paragraph C, Subparagraph 3 (any decision by EPA to approve or disapprove any Additional Work proposed by CLTL).

3. Section VIII, Paragraph B, Subparagraphs 3 and 4.

4. Section X, Paragraph G (EPA's decision to or not to designate CLTL as EPA's authorized representative) .

5. Section XI, Paragraph A and B (any decision by EPA relating to the adequacy of any financial assurance required by this Consent Decree).

6. Section XII, Paragraph A (Reimbursement Of United States Response Costs).

7. Section XV, Paragraph L (EPA's discretion to waive stipulated penalties).

XV

STIPULATED PENALTIES

A. Except as provided in Section XIII, Force Majeure, in the event that CLTL fails to comply with any of the following requirements of this Consent Decree or SOW, CLTL shall pay stipulated penalties to the Plaintiff as provided in this Section after the entry (or after lodging for those Sections specified in Section XXI, Paragraph B.2) of this Consent Decree with this Court for each day they fail to comply with each requirement:

1. Provision of Financial Assurance pursuant to Section XI of this Consent Decree;

2. Implementation of the Remedial Design, Remedial Construction, Operation and Maintenance of the Remedy in accordance with the SOW and this Consent Decree;

3. Implementation of any Additional Work in accordance with any work plan submitted by CLTL and approved by EPA pursuant to Paragraph C of Section VI of this Consent Decree;

4. Submission and, if necessary, revision and resubmission of the Site Management Plan for Pre-Design;

5. Submission and, if necessary, revision and resubmission of the Remedial Design Work Plan;

6. Submission and, if necessary, revision and resubmission of the Remedial Design Reports;

7. Submission and, if necessary, revision and resubmission of the Site Management Plan for Remedial Construction;

8. Submission and, if necessary, revision and resubmission of the Operation and Maintenance and Post Remediation Monitoring Plans;

9. Submission and, if necessary, revision and resubmission of the Notice of Completion and Final Report for Operation and Maintenance; or

10. Any violation pursuant to the provisions of Section VIII, Paragraph B, Subparagraph 3 of this Consent Decree relating to the submissions referenced in 4. through 10. above.

B. CLTL shall pay to the United States stipulated penalties in the following amounts for each day of each violation of any requirement specified in Paragraph A of this Section:

<u>Period of Noncompliance</u>	<u>Penalty per Violation Per Day</u>
1st thru 5th day	\$1,000.00
6th thru 15th day	\$2,000.00
16th thru 30th day	\$3,500.00
31st thru 45th day	\$5,000.00
46th thru 60th day	\$7,000.00
61st and beyond	\$12,000.00

C. CLTL shall pay to the Plaintiff stipulated penalties in the amount of \$750.00 per day for each day that CLTL fails to:

1. Submit the name of the Project Coordinator to EPA pursuant to Section VI, Paragraph B of this Consent Decree;

2. Comply with the reporting requirements set forth in Section VIII, Paragraph A of this Consent Decree;

3. Meet any requirement for payment of EPA costs pursuant to Section XII, stipulated penalties or interest required hereunder; or

4. Is in violation of the provisions of Paragraph C of Section VIII, Paragraph B, Subparagraph 3 of this Consent Decree not included in Paragraph A.10 of this Section.

D. CLTL shall pay to the Plaintiff stipulated penalties in the amount of \$500.00 per day for each day that CLTL fails to meet any deadline, time limit, or scheduling milestone established under this Consent Decree not specifically referred to in Paragraphs A or C of this Section.

E. Stipulated penalties for failure to meet the deadlines, time limits, or scheduled milestones established (or later established by EPA) under this Consent Decree shall begin to accrue on the day that performance was due. Stipulated penalties for otherwise failing to comply with this Consent Decree shall begin to accrue on the day that EPA notifies CLTL in writing that such noncompliance occurred. In any case, stipulated penalties shall continue to accrue through the final day of correction of the violation or noncompliance. Nothing herein shall prevent simultaneous accrual of separate penalties for separate violations of this Consent Decree.

F. All penalties due to the United States under this Section shall be payable within thirty (30) days of CLTL's receipt of a notification of non-compliance by EPA. Except as provided in Paragraph E, above, penalties shall accrue from the date of violation regardless of whether EPA has notified CLTL of

a violation, except that any violation pursuant to Paragraph A.10 or C.4. of this Section shall begin to accrue on the day following CLTL's receipt of notice of such a violation. Interest shall begin to accrue on the unpaid balance on the first date after payment is due.

G. Pursuant to 31 U.S.C. §3717, interest shall accrue on any amounts overdue under this Section at a rate established by the Department of Treasury for any period of such delinquency. A handling charge shall be assessed at the end of each thirty (30) day late period, and a six (6) percent per annum penalty charge shall be assessed if the penalty is not paid within ninety (90) days of the due date.

H. Stipulated penalties owed to the United States shall be paid by certified check made payable to the "Hazardous Substance Response Trust Fund" and shall contain CLTL's complete address, the Site name, and this civil action number. All checks shall be mailed to EPA, Region II, Attention: Superfund Accounting, P.O. Box 360188M, Pittsburgh, Pennsylvania 15251. A copy of the certified check shall be sent to the Office of Regional Counsel, EPA, Region II, 26 Federal Plaza, New York, New York 10278, Attention: Chemical Leaman Site Superfund Site Attorney.

I. Neither the filing of a notice nor a petition to resolve a dispute nor the payment of penalties shall alter in any way CLTL's obligations under this Consent Decree.

J. No payments made under this Paragraph shall be deductible for Federal or state income tax purposes.

K. The stipulated penalties due from CLTL in accordance with this Section shall be in addition to any other remedies, sanctions or penalties which may be available to the United States or its agencies or departments by reason of CLTL's failure to comply with requirements of this Consent Decree.

L. Nothing herein shall be construed to prevent the United States from waiving imposition of all or part of any stipulated penalties.

XVI

GENERAL PROVISIONS

A. Notifications/Document Submissions

1. Whenever, under the terms of this Consent Decree, notice is required to be given, a report or other document is required to be forwarded by one Party to another, or any other written communication is required, the following individuals shall be the

recipients unless those individuals or their successors give written notice of a change to the other parties:

As to CLTL:

- (1) Reuben M. Rosenthal
Senior Vice President
Chemical Leaman Tank Lines, Inc.
102 Pickering Way, Exton, Pa. 19341-0200
- (2) Steve M. Oster, Esq.
Willkie, Farr & Gallagher
Three Lafayette Centre
1155 21st Street N.W.
Suite 600
Washington, D.C. 20036-3384

As to the United States:

- (1) Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
26 Federal Plaza
New York, NY 10278
Attn: Chemical Leaman Site Attorney
- (2) Chief, New Jersey Superfund Branch II
Emergency and Remedial Response Division
U.S. Environmental Protection Agency
26 Federal Plaza
New York, NY 10278
Attn: Chemical Leaman Site Project Manager
- (3) Chief, Environmental Enforcement Section
Environment & Natural Resources Division
U.S. Department of Justice
10th & Pennsylvania Ave., N.W.
Washington, D.C. 20530
Attn: Chemical Leaman Site Attorney

As To New Jersey:

- (4) New Jersey Department of Environmental Protection
Division of Regulatory Services
401 East State Street
7th Floor - CN402
Trenton, N.J. 08625
Attn: Chemical Leaman Site Attorney

2. In the event that EPA or the State requests more than one copy of any report or other documents required by this

Consent Decree, CLTL shall provide the number of copies requested.

B. Access To Information

1. At all reasonable times from the date of entry of this Consent Decree to ten (10) years after the termination of this Consent Decree, CLTL shall allow EPA to have access to, and, upon request of EPA, shall provide EPA with copies of all Records and other information relating to this Site for which EPA has statutory or regulatory authority to obtain or otherwise is authorized to request.

2. Upon request by EPA, CLTL shall provide EPA access to and/or copies of all Records and information within the possession or control of CLTL or its contractors or agents which relate in any manner to the Work required under this Consent Decree. CLTL shall also provide EPA access to and/or copies of all Records and other information relating to this Site for which EPA has statutory or regulatory authority to obtain or otherwise is authorized to request. This includes, but is not limited to, all data, analyses, chain of custody records, manifests, trucking logs, contractor names, correspondence, technical information of any type, waste screening or analyses, names of all off-site facilities used for treatment or disposal of Waste Materials removed from the Site, permits, insurance documents, health and safety procedures and status reports. If EPA, at its option, elects to review any Records or other information relating to the Site, it shall give CLTL at least five (5) days prior notice. CLTL shall thereafter make all Records or other information requested by EPA available for EPA review at a location in the State of New Jersey on any working days specified by EPA.

3. CLTL shall make all of its employees available and contractually require that its contractors and agents, having knowledge relating to the performance of the Work under this Consent Decree, be available to EPA for purposes of investigation, information gathering and/or testimony.

4. Nothing in this Consent Decree shall be construed to limit EPA's right of access or right to obtain information pursuant to applicable law.

C. Retention of Records

1. CLTL shall retain all Records which come into its possession or control which relate to the Work from the effective date of this Decree until ten (10) years after the termination date of this Consent Decree. CLTL shall not destroy or dispose of any of these Records at any time prior to ten (10) years after the termination date of this Consent Decree.

2. Within 90 days after entry of this Consent Decree, CLTL shall inform EPA, in writing, as to the name, address and phone number of the individual who will act as custodian for these Records. After the ten (10) year period of document retention expires, CLTL shall notify EPA and DOJ, in writing, at least ninety (90) days prior to any proposed destruction or disposal of any such Records, and shall not destroy or dispose of any such Records without the express written permission of EPA. Upon request, CLTL shall relinquish custody or copies of any of the Records to EPA at anytime.

D. Permits

1. No Federal, State or local permits shall be required for any portion of the Work conducted on the Site. However, CLTL shall comply with all substantive requirements of any Federal and State permits and regulations which apply to any of the Work performed at the Site, notwithstanding the fact that permits may not be required. CLTL shall obtain all permits or approvals necessary for off-Site Work under Federal, State or local laws and shall submit timely applications and requests for any such permits and approvals.

2. This Consent Decree is not to be construed as, nor is it intended by the Parties to be, a permit issued pursuant to any Federal or State statute or regulation.

3. Notwithstanding approvals which may be granted by the United States, the State or other governmental entities, CLTL shall assume any and all liability arising from or relating to its acts or omissions or the acts or omissions of any of its contractors, subcontractors, or any other person acting on its behalf in the performance of the Work, or its failure to perform properly or completely the requirements of this Consent Decree.

E. Indemnification

1. The United States does not assume any liability by entering into this agreement or by virtue of any designation of CLTL as EPA's authorized representatives under Section 104(e) of CERCLA. CLTL shall indemnify, save and hold harmless the United States and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, acts or omissions of CLTL, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of CLTL as EPA's authorized representatives under Section 104(e) of CERCLA. Further, CLTL agrees to pay the United States all costs it incurs including, but not limited to, attorneys fees and other expenses of

litigation and settlement arising from, or on account of, claims made against the United States based on acts or omissions of CLTL, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Consent Decree. The United States shall not be held out as a party to any contract entered into by or on behalf of CLTL in carrying out activities pursuant to this Consent Decree. Neither CLTL nor any such contractor shall be considered an agent of the United States.

2. CLTL waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between CLTL and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, CLTL shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between CLTL and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

F. Contractor Insurance

1. No later than 15 days after the effective date of this Consent Decree, CLTL shall secure, and shall maintain [until the first anniversary of EPA's Certification of Completion of the work pursuant to Paragraph J of Section XVI (Certification of Completion of the Work) comprehensive general liability and automobile insurance with limits of five million dollars (\$5,000,000), combined single limit naming as insured the United States. In addition, for the duration of this Consent Decree, CLTL shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of CLTL in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, CLTL shall provide to EPA certificates of such insurance and a copy of each insurance policy. CLTL shall resubmit such certificates and copies of policies each year on the anniversary of the effective date of this Consent Decree. If CLTL demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, CLTL need provide only that portion of the insurance described above which is not maintained by the contractor or subcontractor.

G. Notice to Contractors

1. The CLTL shall provide a copy of this Consent Decree to every contractor and subcontractor hired to perform any of the Work required by this Consent Decree. CLTL shall require that all such contractors and subcontractors perform their work in conformity with the terms of the ROD, this Consent Decree, the SOW attached to this Decree and all applicable Federal and State laws and regulations.

H. Confidentiality Claims

1. CLTL agrees not to assert a claim of confidentiality or any other privilege with regard to any of the following:

a. Any information which falls within, or arguably falls within, the information types referred to in Section 104(e)(7)(F) of CERCLA, 42 U.S.C. 9704(e)(7)(F);

b. Any information relating to the names and professional qualifications of any agents or contractors who perform any of the Work for CLTL; and

c. Any information obtained at the Site relating to the identity of any potentially responsible parties for the Site, including any information which may indicate that Waste Material from CLTL may exist at the Site.

2. CLTL may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified CLTL that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to CLTL.

3. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any such documents or information evidencing conditions at or around the Site.

4. Nothing herein shall waive CLTL rights to assert any applicable work product or attorney-client privilege and to withhold documents on the basis of such privilege, consistent with the Federal Rules of Civil Procedure. Upon request by the United States, CLTL shall provide the United States with the

following: (1) the title of the Record or information; (2) the date of the Record or information; (3) the name and title of the author of the Record or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record or information; and (6) the privilege asserted by CLTL.

I. Certification of Completion of Remedial Construction

1. Within thirty (30) days of completion of all Remedial Construction activities required by this Consent Decree, CLTL shall submit to EPA a written report prepared and signed by a State licensed Professional Engineer. This report shall certify that the Remedial Construction activities have been completed in full satisfaction of the requirements of this Consent Decree.

2. EPA will determine whether the Remedial Construction activities or any portion(s) thereof have been completed in accordance with the standards and specifications set forth in this Consent Decree, the ROD, the Final Design Report required by the SOW, the SOW and any additional reports which may relate to this Consent Decree. If not, EPA shall notify CLTL in writing of those tasks which must be performed to complete the Remedial Construction. CLTL shall then implement the specified activities and tasks in accordance with the specifications and schedules established by EPA.

3. After EPA determines that all Remedial Construction activities required by this Consent Decree have been fully completed by CLTL, EPA shall so certify in writing.

J. Certification of Completion of the Work

1. Within thirty (30) days of completion of all Work required by this Consent Decree, CLTL shall submit to EPA a written report prepared and signed by a State licensed Professional Engineer. This report shall certify that the Work has been completed in full satisfaction of the requirements of this Consent Decree.

2. EPA will determine whether the Work or any portion thereof has been completed in accordance with the standards and specifications set forth in this Consent Decree, the ROD, the Final Design Report required by the SOW, the SOW and any additional reports which may relate to this Consent Decree. If not, EPA shall notify CLTL in writing of those tasks which must be performed to complete the Work. CLTL shall then implement the specified activities and tasks in accordance with the specifications and schedules established by EPA.

3. After EPA determines that the Work required by this Decree has been fully completed by CLTL, EPA shall so certify in

writing. This certification shall constitute the Certification of Completion of the Work for purposes of this Consent Decree.

4. No portion of any Work performed pursuant to this Consent Decree shall be deemed completed until it has been reviewed by EPA and EPA has certified in writing that it has been completed.

K. Community Relations

1. CLTL shall cooperate with EPA in providing information regarding the Work to the public. As requested by EPA, CLTL shall participate in the preparation of this information for dissemination to the public and shall participate in public meetings which may be held or sponsored by EPA to explain activities at or concerning the Site.

L. Pre-Authorization

1. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. §9611 or 40 C.F.R. §300.700(d), or any amendments thereto.

M. Off-Site Management of Waste Materials

1. All off-site transportation, treatment, storage or disposal of Waste Materials removed from the Site by CLTL shall be in compliance with Section 121(d)(3) of CERCLA, 42 U.S.C. §9621(d)(3). CLTL shall be responsible for compliance with all applicable requirements relating to off-site waste management under RCRA and N.J.A.C. 7:26-1.1 et seq., including the standards for generators and transporters of hazardous waste promulgated under 40 C.F.R. Parts 262 and 263. CLTL shall also use and sign manifest forms for all hazardous wastes transported from the Site. CLTL shall also designate all destination facilities it proposes to use for such off-site transfer, storage, treatment or disposal in the Site Management Plan for Remedial Construction which is required by the SOW. CLTL shall conduct off-site disposal activities in conformance with the NCP and any amendments thereto, and the Revised Procedures for Planning and Implementing Off-Site Response Actions, EPA Office of Solid Waste and Emergency Response, November 13, 1987, and any amendments thereto.

2. All disposal of Waste Material conducted by or for CLTL pursuant to performing any of the Work under this Consent Decree shall comply with all provisions of the Solid Waste Disposal Act ("SWDA"), 42 U.S.C. §6901 et seq., the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §2601 et seq., all regulations promulgated pursuant to both SWDA and TSCA and all applicable state laws and regulations.

N. Admissibility of Data

1. In the event that the Court is called upon to resolve a dispute concerning implementation of this Consent Decree, CLTL waives all evidentiary objections to the admissibility into evidence of all information, analyses of samples conducted by or for them in connection with the Site, and all other data gathered, generated or evaluated pursuant to this Consent Decree. CLTL waives its right to contest the validity of any data unless it is established to the satisfaction of EPA, in consultation with the State, that such data has not been validated in accordance with all relevant quality assurance and quality control procedures established by or pursuant to this Consent Decree.

O. Waiver of All Potential Claims Against the Fund

1. CLTL hereby waives all claims and all potential rights of reimbursement from the Fund for all costs which are incurred by CLTL relating to this Consent Decree at any time prior to the date this Consent Decree is terminated.

P. Endangerment and Future Responses

1. If any action or occurrence during the performance of the Work causes or threatens to cause a release of a Waste Material, or may present an imminent and substantial endangerment to the public health or welfare or the environment, CLTL shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment. CLTL shall also immediately notify the EPA Project Manager or, in the event of his or her unavailability, the EPA Response and Prevention Branch in Edison, New Jersey at (201) 548-8730.

2. If CLTL fails to take appropriate action in response to a release of Waste Material or an endangerment at the Site, and EPA takes such response action, CLTL shall reimburse EPA for the cost of such response action. Payment of such response costs shall be mailed to the address stated in Section XII of this Consent Decree as applicable, within thirty (30) days of CLTL's receipt of a demand for payment and an accounting of the costs incurred.

Q. EPA Periodic Review to Assure Protection of Human Health and Environment

1. As required by Section 121(c) of CERCLA, 42 U.S.C. §9621(c), and any applicable regulations, EPA shall review the remedial action at the Site not less often than each five (5) years after initiation of the remedial action to assure that human health and the environment are being protected by the remedial action being implemented. If upon such review, EPA

determines that further response action in accordance with Section 104 or 106 is appropriate at the Site, then consistent with this Consent Decree, EPA may take or order such action.

2. Upon completion of its review pursuant to this paragraph, EPA shall notify CLTL of its determination.

R. Miscellaneous Provisions

1. The execution of this Consent Decree is not an admission of liability by CLTL with respect to any matter relating to this Consent Decree nor is it an admission or denial of the factual allegations set out in the Complaint.

2. Except in any proceeding brought by EPA to enforce CLTL's obligations pursuant to this Consent Decree and except as provided in Section XX, Paragraph D of this Consent Decree, entry into this Consent Decree shall not constitute an admission, adjudication, or waiver of any right or defense of CLTL with respect to any present or future alleged liability for conditions at or near the Site; or of any fact or conclusion of law arising out of any present or future alleged liability for conditions at or near the Site; or evidence of any wrongdoing or misconduct or liability to any person on the part of CLTL, its officers, directors, agents, servants, employees, successors, contractors and assigns, and any persons, firms, subsidiaries, divisions and corporations acting under it.

3. All reports, EPA approved work plans and other writings required under the terms of this Consent Decree shall, upon approval by EPA, be deemed incorporated into this Consent Decree.

4. No informal advice, guidance, suggestions or comments by EPA or NJDEP officials shall relieve CLTL of any of its obligations under this Consent Decree.

5. All work conducted pursuant to this Consent Decree shall be performed in accordance with prevailing professional standards.

6. All activities conducted by CLTL pursuant to this Consent Decree shall comply with all applicable OSHA regulations for worker health and safety as found in 29 C.F.R. §1910 et seq., and elsewhere.

7. Except as provided in Section XVIII, Covenant Not To Sue, nothing contained in this Consent Decree shall affect the right of EPA to pursue an action against any entity, (or any responsible party), pursuant to §107(a) of CERCLA, 42 U.S.C. §9607(a), for recovery of any potential costs incurred by EPA relating to this Consent Decree and/or for any other response costs which have been incurred or will be incurred by the United

States or EPA relating to the Site, which are not reimbursed to the United States or EPA.

8. Nothing contained in this Consent Decree shall affect the right of EPA to enter into any Consent Decree, to issue any Consent Order or to issue any other orders unilaterally to any responsible party for the Site pursuant to CERCLA, or, subject only to Section XVIII, Covenant Not To Sue, of this Consent Decree, to require the performance of any additional response actions which EPA determines are necessary for the Site.

9. Nothing contained in this Consent Decree shall act as a bar to, a release of, a satisfaction of, or a waiver of any claim or cause of action which EPA or the United States has at present or which EPA or the United States may have in the future against any entity, including CLTL, on anything which is not a Covered Matter under Section XVII of this Consent Decree and which relates to the Site.

10. Nothing contained in this Consent Decree shall be construed to mean that CLTL is the only potentially responsible party with respect to the release and threatened release of hazardous substances at the Site.

11. Nothing contained in this Consent Decree shall affect any right, claim, interest, defense or cause of action of EPA, the United States or CLTL with respect to any entity which is not a party to this Consent Decree. Nothing in this Consent Decree constitutes a decision by EPA on preauthorization or on any approval of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2).

XVII

COVERED MATTERS

A. Covered Matters shall include only those claims relating to the Site, available to EPA under Sections 106 and 107 of CERCLA, 42 U.S.C. §§9606 and 9607, and Section 7003 of SWDA, 42 U.S.C. §6973, which are alleged in EPA's Complaint against the CLTL which was filed concurrently with this Consent Decree.

B. Covered Matters shall not include any of the following:

1. Liability relating to any remedial actions which are the subject of any ROD issued by EPA after September 28, 1990, or

2. Liability arising from Waste Material removed from the Site, or

3. Liability for injury to, destruction of or loss of natural resources, or

4. Claims based on criminal liability, or

5. Claims based on a failure by CLTL to meet any requirements of this Consent Decree, or

6. Liability for any violation of Federal or State law which occurs during performance of any Work under this Consent Decree, or

7. Liability that arises from acts, events or omissions after the date of entry of this Consent Decree, or

8. Liability for any costs incurred by the Agency for Toxic Substances and Decease Registry relating to the Site; or

9. Any Future Liability; or

10. Past Response Costs incurred in connection with future operable units (as defined in the ROD).

XVIII

COVENANT NOT TO SUE

A. In consideration of actions which shall be performed and payments which shall be made by CLTL under the terms of this Consent Decree, and except as otherwise specifically provided in this Consent Decree, the United States covenants not to sue CLTL for Covered Matters.

B. This covenant not to sue does not extend to any matter or any liability for any matter which does not fall within the meaning of Covered Matters as defined in Section XVII.

C. This covenant not to sue is conditional upon complete and satisfactory performance by CLTL of its obligations under this Consent Decree.

D. This covenant not to sue shall not be effective until after all of the following have occurred: (1) EPA issues a Certification of Completion of the Work to CLTL which certifies that CLTL has satisfactorily completed all Work required by this Consent Decree; (2) CLTL reimburses the United States for all costs as required to be reimbursed by this Consent Decree, and (3) CLTL pays in full all stipulated penalties, if any, which EPA alleges are due under this Consent Decree.

E. This covenant not to sue extends only to CLTL and does not extend to any other person or entity.

XIX

RESERVATION OF RIGHTS

A. Subject only to Section XVIII, Covenant Not To Sue, of this Consent Decree and notwithstanding any other provision of this Consent Decree, the United States retains all authority and reserves all rights to take any and all response actions authorized by law.

B. Pre-certification reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute proceedings in this action or in a new judicial or administrative action seeking to compel CLTL to (1) perform additional response actions at the Site, or (2) reimburse the United States for Response Costs if, prior to Certification of Completion of the Work:

1. Conditions at the Site, previously unknown to the United States, are discovered after the entry of this Consent Decree, or

2. Information is received, in whole or in part, after the entry of this Consent Decree, and the EPA Administrator or his or her delegate finds, based on these previously unknown conditions and this information, together with any other relevant information, that the Work is not protective of human health and the environment.

C. Post-certification reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute proceedings in this action or in a new judicial or administrative action seeking to compel CLTL to (1) perform additional response actions at the Site, or (2) reimburse the United States for response costs if, subsequent to Certification of Completion of the Work:

1. Conditions at the Site, previously unknown to the United States, are discovered after Certification of Completion of the Work; or

2. Information is received, in whole or in part, after the Certification of Completion of the Work and the EPA Administrator or his or her delegate finds, based on these previously unknown conditions and this information together with any other relevant information, that the Work is not protective of human health and the environment.

D. For purposes of Paragraph B., the information received by and the conditions known to the United States shall include only that information and those conditions set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph C., the information received by and the conditions known to the United States shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and any information received by the United States pursuant to the requirements of this consent Decree prior to Certification of Completion of the Work.

E. General reservation of rights. The United States reserves, and this Consent Decree is without prejudice to, all rights against CLTL with respect to all other matters including, but not limited to:

1. All matters which are not Covered Matters, as that term is defined in Section XVII;

2. Any matter as to which the United States is owed indemnification; and

3. Liability for third party claims asserted against the United States or EPA.

F. Nothing in this Consent Decree shall constitute or be construed as a release or a covenant not to sue regarding any claim or cause of action against any person, firm, trust, joint venture, partnership, corporation or other entity not a signatory to this Consent Decree for any liability it may have arising out of or relating to the Site. EPA expressly reserves the right to institute an enforcement action and to sue any person other than CLTL in connection with the Site.

XX

COVENANTS BY CLTL

A. CLTL covenants that it shall comply with all the terms in and meet all of their obligations under this Consent Decree, including performing all the Work required in this Consent Decree and in the SOW.

B. CLTL hereby covenants not to sue the United States for any claims specifically related to or arising from the Work or this Consent Decree.

C. CLTL covenants not to make any claims whether direct or indirect for reimbursement from the Fund for any costs incurred on any other matter relating to the Site.

D. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, CLTL shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XVIII (Covenant Not to Sue).

XXI

ADMINISTRATIVE PROVISIONS RELATING TO CONSENT DECREE

A. Lodging of Decree

1. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2) and 28 C.F.R. §50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper or inadequate.

B. Effective Date

1. The effective date of this Consent Decree shall be the date this Consent Decree is entered by the Court.

2. Notwithstanding Paragraph B.1, above, starting the date that CLTL receives service of summons of this Consent Decree, each Party, to the extent applicable to it, shall comply (except as expressly provided elsewhere in this Decree) with Section D.1 and D.2 of the SOW and with the following provisions of this Consent Decree: Paragraph A. in Section VI, Paragraph B. in Section VI, Section VII, Section VIII, Section IX, Section X, Section XIII, Section XIV, Section XV and Section XVI.

C. Modifications to Decree

1. Except as expressly provided elsewhere in this Decree, no modification shall be made to this Consent Decree without written notification to and written approval of all Parties to this Consent Decree. The notification required by this Section

shall set forth the nature of and reasons for the requested modification. Nothing in this Section shall be deemed to alter the Court's power to supervise or modify this Consent Decree.

2. No oral modification of this Consent Decree shall be effective.

D. Termination Date

1. This Consent Decree may not be terminated until after EPA issues in writing its Certification of Completion of the Work pursuant to Paragraph J. in Section XVI of this Consent Decree. A Motion for Termination may be made by any Party. Termination of this Consent Decree shall not affect any of the provisions stated in any of the following Sections in this Consent Decree:

- a. Section XVII;
- b. Section XVIII;
- c. Section XIX; and
- d. Section XX.

All provisions and covenants contained in each of the four (4) Sections listed above shall not be affected by and shall survive any termination of this Consent Decree pursuant to the issuance of the Certification of Completion of the Work by EPA.

XXII

RETENTION OF JURISDICTION

1. The Court shall retain jurisdiction for the purpose of enabling any of the Parties to (1) apply to this Court at any time for any further order, direction and relief as needed for the interpretation or modification of this Consent Decree, (2) effectuate or enforce compliance with its terms, or (3) resolve disputes in accordance with Section XIV.

XXIII

AUTHORITY TO EXECUTE CONSENT DECREE

1. The undersigned representative of CLTL and the Assistant Attorney General for the Environment and Natural Resources of the Department of Justice certifies that he (or she) is fully authorized by the Party he (or she) represents to agree to the terms and conditions of the Consent Decree on behalf of that Party, to execute this Consent Decree, and to legally bind that Party to all of the terms and conditions of this Consent Decree.

2. CLTL shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service

of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. CLTL hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure, including, but not limited to, service of a summons, and any applicable local rules of this Court.


XXIV

SIGNATURES


THE UNDERSIGNED PARTIES enter into this Consent Decree relating to the Chemical Leaman Tank Line, Inc. Site .

By the signature of its representative, each Party hereby agrees to be bound by all the terms and provisions in this Consent Decree.

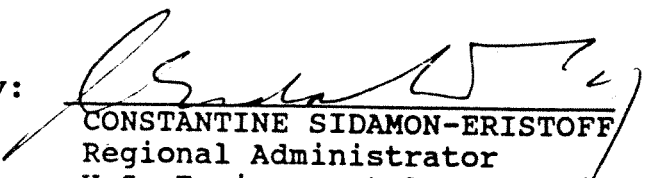
FOR: UNITED STATES OF AMERICA

By: 
RICHARD B. STEWART
Assistant Attorney General
Land and Natural Resources Division
U.S. Department of Justice
Washington, D.C.


Date: 8/3/91

By: 
ALEX BEEHLER
Environmental Enforcement Section
U.S. Department of Justice
Washington, D.C.

Date: 5/23/91

By: 
CONSTANTINE SIDAMON-ERISTOFF
Regional Administrator
U.S. Environmental Protection Agency
Region II

Date: 9/17/91

By: 
RUDOLPH S. PEREZ
Assistant Regional Counsel
U.S. Environmental Protection Agency

Date: 4/12/91

FOR: CHEMICAL LEAMAN TANK LINES, INC.

By:

Reuben M. Rosenthal

Date: 4-4-91

SR Vice President
CLTL

Agent authorized to accept service on behalf of the CLTL:

Steve M. Oster, Esq.
Willkie, Farr & Gallagher
Three Lafayette Centre
1155 21st Street N.W.
Suite 600
Washington, D.C. 20036-3384

SO ORDERED THIS

3rd

DAY OF

September

, 1991

[Signature]
United States District Judge